Case 1:25-cv-00059-JAW

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Fay Servicing, LLC PO Box 9002 Temecula, CA 92589-9002



**PRESORT** First-Class Mail U.S. Postage and Fees Paid WSO

Send Payments to: Fay Servicing, LLC PO Box 88009 Chicago, IL 60680-1009

Send Correspondence to: Fay Servicing, LLC Attn: Customer Service Dept PO Box 809441 Chicago, IL 60680-9441

20240903-256

Rodney Eaton 1206 RICHMOND RD LITCHFIELD, ME 04350-3908





\$1,779.78



Sent Via Certificate of Mailing

09/03/2024

Rodney Eaton 1206 RICHMOND RD LITCHFIELD, ME 04350-3908

Loan Number:

Property Address: 1206 Richmond Rd

Litchfield, ME 04350

TOTAL YOU MUST PAY TO CURE DEFAULT:

### **NOTICE OF RIGHT TO CURE**

#### Dear Rodney Eaton:

You are hereby provided formal notice by Fay Servicing, LLC, the Servicer of the above-referenced loan acting on behalf of U.S. Bank National Association not in its individual capacity but solely as trustee of NRZ Pass-Through Trust XII ("Lender"), that you are in default under the terms of the documents creating and securing your Loan described above, including the Note and Deed of Trust/Mortgage/Security Deed ("Security Instrument"), for failure to pay amounts due.

You have a right to cure your default. To cure the default, you must pay the full amount of the default on this loan by 10/15/2024 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not correct the default by this date, Fay Servicing, LLC may require that you pay immediately the entire amount then remaining unpaid under the Note and under the Security Instrument ("immediate payment in full"), and Fay Servicing, LLC or another party may acquire the property by means of foreclosure and sale.

As of the date of this notice, the total amount required to cure the default is \$1,779.78, which consists of the following:

Next Payment Due Date:		07/01/2024
Total Monthly Payments Due:		\$2,939.78
Monthly Payment	07/01/2024	\$1,469.89
Monthly Payment	08/01/2024	\$1,469.89
Late Charges:		\$20.00
Other Charges:		
Uncollected NSF Fees:		\$20.00
Unapplied Balance:		(\$1,200.00)

You can cure this default by making a payment of \$1,779.78 by 10/15/2024 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). The amount required to cure the default will remain constant until this date. If you make a payment of \$1,779.78 by 10/15/2024, you will be restored to all



ME RTC Rev. 07/2024

Page 1 of 4 2393646537 rights under the Security Instrument as though the default had not occurred. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the default.

The total amount due does not include any amounts that become due after the date of this notice. Other amounts, including additional monthly payments, late charges and other charges, may continue to accrue during this period as provided for under the Note, Security Instrument and applicable law. These amounts must also be paid in order for you to be current on your mortgage payments but are not required to cure the default. Please include your loan number and property address with your payment and send to:

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You have the right in any lawsuit for foreclosure and sale to argue that you did keep your promises and agreements under the Note and under the Security Instrument, and to present any other defenses that you may have.

If immediate payment in full is required, you will have the right to have enforcement of the Security Instrument discontinued and to have the Note and the Security Instrument remain fully effective if you meet the following conditions: 1) pay the full amount that then would be due under the Security Instrument and the Note as if immediate payment in full had never been required; 2) correct your failure to keep any of your other promises or agreements made in the Security Instrument; 3) pay all reasonable expenses in enforcing the Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the property and rights under the Security Instrument; and 4) do whatever Lender reasonably requires to assure that Lender's interest in the property, Lender's rights under the Security Instrument, and your obligations under the Note and under the Security Instrument continue unchanged.

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address, and telephone number.

You may have options available to you other than foreclosure. You are encouraged to explore available options prior to the end of the "right to cure" period by contacting Fay Servicing, LLC or a counseling agency approved by the United States Department of Housing and Urban Development. A list of approved counseling agencies is included with this letter.

You may contact the following persons with authority to modify your mortgage loan:

Fay Servicing, LLC 425 S. Financial Place, 20th Floor Chicago, IL 60605 1-800-495-7166

If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law. Failure to respond to this letter may result in the loss of your property.

Fay Servicing, LLC is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Fay Servicing, LLC.

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Page 2 of 4 2393646537

# Case 1:25-cv-00059-JAW Document 1-7 Filed 02/14/25 Page 5 of 35 PageID #

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For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call 1-800-569-4287 or visit https://www.hud.gov/counseling. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

Where mediation is available under state law (14 MRSA §6321-A), you may request mediation to explore options for avoiding foreclosure judgment.

This matter is very important. We encourage you to explore all available options upon receipt of this notice.

Please give it your immediate attention.

Sincerely,

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### Agencies located in MAINE

Agency Name	Phone, Toll-Free, Fax Number, Email, Website	Address
AVESTA HOUSING DEVELOPMENT CORPORATION	P; 207-553-7780-3347 T: 800-339-6516 F: 207-553-7778 E: ndigeronimo@avestahousing.org W: www.avestahousing.org	307 Cumberland Avenue PORTLAND, ME 04101-4920
COASTAL ENTERPRISES, INCORPORATED	P: 207-504-5900 T: 877-340-2649 F:. E: jason.thomas@ceimaine.org W: http://www.ceimaine.org	30 Federal Street Suite 100 BRUNSWICK, ME 04011-1510
COMMUNITY CONCEPTS, INC. ALSO DBA HOMEQUESTMAINE	P: 207-333-6419 T: 800-866-5588 F: 207-795-4069 E: homequest@community-concepts.org W: https://www.ccimaine.org/	17 Market Sq South Paris, ME 04281-1533
KENNEBEC VALLEY COMMUNITY ACTION PROGRAM	P: 207-859-1500 T: 800-542-8227 F; E: housing@kvcap.org W: http://www.kvcap.org	101 Water St Waterville, ME 04901-5339
PENQUIS COMMUNITY ACTION PROGRAM	P: 207-973-3500 T: F:. E: N/A W: http://www.penquis.org	262 Harlow St Bangor, ME 04401-4952
YORK COUNTY COMMUNITY, ACTION AGENCY	P: 207-324-5762 T: F: 207-459-2818 E: jenniferann.davidson@yccac.org W: http://www.yccac.org	6 Spruce Street SANFORD, ME 04073-2917



Case 1:25-cv-00059-JAW

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Page 9 of 35 PageID #:

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20240903-256

Jeannette Eaton 1206 RICHMOND RD LITCHFIELD, ME 04350-3908



\$1,779.78



Sent Via Certificate of Mailing

09/03/2024

Jeannette Eaton 1206 RICHMOND RD LITCHFIELD, ME 04350-3908

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Property Address: 1206 Richmond Rd

Litchfield, ME 04350

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Page 1 of 4 2393646538

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## Case 1:25-cv-00059-JAW Document 1-7 Filed 02/14/25 Page 13 of 35 PageID #:

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ME\_RTC Rev. 07/2024 Page 3 of 4

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COASTAL ENTERPRISES, INCORPORATED	P: 207-504-5900 T: 877-340-2649 F:. E: jason.thomas@ceimaine.org W: http://www.ceimaine.org	30 Federal Street Suite 100 BRUNSWICK, ME 04011-1510
COMMUNITY CONCEPTS, INC. ALSO DBA HOMEQUESTMAINE	P: 207-333-6419 T: 800-866-5588 F: 207-795-4069 E: homequest@community-concepts.org W: https://www.ccimaine.org/	17 Market Sq South Paris, ME 04281-1533
KENNEBEC VALLEY COMMUNITY ACTION PROGRAM	P: 207-859-1500 T: 800-542-8227 F; E: housing@kvcap.org W: http://www.kvcap.org	101 Water St Waterville, ME 04901-5339
PENQUIS COMMUNITY ACTION PROGRAM	P: 207-973-3500 T: F: E: N/A W: http://www.penquis.org	262 Harlow St Bangor, ME 04401-4952
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Case 1:25-cv-00059-JAW

Document 1-7

Filed 02/14/25

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Fay Servicing, LLC PO Box 9002 Temecula, CA 92589-9002

Send Payments to: Fay Servicing, LLC PO Box 88009 Chicago, IL 60680-1009

Send Correspondence to: Fay Servicing, LLC Attn: Customer Service Dept PO Box 809441 Chicago, IL 60680-9441



#### **RETURN RECEIPT REQUESTED**

20240903-256

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Sent Via Certified Mail<sup>TM</sup> with Return Receipt 9314 7100 1170 1177 5107 32

09/03/2024

Jeannette Eaton 1206 RICHMOND RD LITCHFIELD, ME 04350-3908

Loan Number:

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ME\_RTC Rev. 07/2024 Page 2 of 4

# Case 1:25-cv-00059-JAW Document 1-7 Filed 02/14/25 Page 21 of 35 PageID #: 52

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COASTAL ENTERPRISES, INCORPORATED	P: 207-504-5900 T: 877-340-2649 F:. E: jason.thomas@ceimaine.org W: http://www.ceimaine.org	30 Federal Street Suite 100 BRUNSWICK, ME 04011-1510
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Total Monthly Payments Due:		\$2,939.78
Monthly Payment	07/01/2024	\$1,469.89
Monthly Payment	08/01/2024	\$1,469.89
Late Charges:		\$20.00
Other Charges:		
Uncollected NSF Fees:		\$20.00
Unapplied Balance:		(\$1,200.00)

You can cure this default by making a payment of \$1,779.78 by 10/15/2024 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). The amount required to cure the default will remain constant until this date. If you make a payment of \$1,779.78 by 10/15/2024, you will be restored to all

TOTAL YOU MUST PAY TO CURE DEFAULT:



ME RTC Rev. 07/2024

Page 1 of 4 9314 7100 1170 1177 5107 25 rights under the Security Instrument as though the default had not occurred. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the default.

The total amount due does not include any amounts that become due after the date of this notice. Other amounts, including additional monthly payments, late charges and other charges, may continue to accrue during this period as provided for under the Note, Security Instrument and applicable law. These amounts must also be paid in order for you to be current on your mortgage payments but are not required to cure the default. Please include your loan number and property address with your payment and send to:

Fay Servicing, LLC PO Box 88009 Chicago, IL 60680-1009

You have the right in any lawsuit for foreclosure and sale to argue that you did keep your promises and agreements under the Note and under the Security Instrument, and to present any other defenses that you may have.

If immediate payment in full is required, you will have the right to have enforcement of the Security Instrument discontinued and to have the Note and the Security Instrument remain fully effective if you meet the following conditions: 1) pay the full amount that then would be due under the Security Instrument and the Note as if immediate payment in full had never been required; 2) correct your failure to keep any of your other promises or agreements made in the Security Instrument; 3) pay all reasonable expenses in enforcing the Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the property and rights under the Security Instrument; and 4) do whatever Lender reasonably requires to assure that Lender's interest in the property, Lender's rights under the Security Instrument, and your obligations under the Note and under the Security Instrument continue unchanged.

To the extent your obligation has been discharged or is subject to the automatic stay in a bankruptcy case, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect a debt as your personal obligation. If you are represented by an attorney, please provide us with the attorney's name, address, and telephone number.

You may have options available to you other than foreclosure. You are encouraged to explore available options prior to the end of the "right to cure" period by contacting Fay Servicing, LLC or a counseling agency approved by the United States Department of Housing and Urban Development. A list of approved counseling agencies is included with this letter.

You may contact the following persons with authority to modify your mortgage loan:

Fay Servicing, LLC 425 S. Financial Place, 20th Floor Chicago, IL 60605 1-800-495-7166

If foreclosure proceedings are undertaken, we may pursue a deficiency judgment, if permitted by applicable law. Failure to respond to this letter may result in the loss of your property.

Fay Servicing, LLC is a debt collector, this is an attempt to collect a debt and any information obtained will be used for that purpose.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Fay Servicing, LLC.

# Case 1:25-cv-00059-JAW Document 1-7 Filed 02/14/25 Page 29 of 35 PageID #:

Attention Servicemembers and Dependents: Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last twelve (12) months, AND joined after signing the Note and Security Instrument now in default, please notify Fay Servicing, LLC immediately. When contacting Fay Servicing, LLC as to your military service, you must provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource (www.militaryonesource.mil, 1-800-342-9647) and Armed Forces Legal Assistance (http://legalassistance.law.af.mil), and through **HUD-certified** housing counselors (https://www.hud.gov/counseling). You can also contact Kip Jekel toll-free at 1-800-495-7166 if you have questions about your rights under SCRA.

For your benefit and assistance, there are government approved homeownership counseling agencies designed to help homeowners avoid losing their homes. To obtain a list of approved counseling agencies, please call 1-800-569-4287 or visit https://www.hud.gov/counseling. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

Where mediation is available under state law (14 MRSA §6321-A), you may request mediation to explore options for avoiding foreclosure judgment.

This matter is very important. We encourage you to explore all available options upon receipt of this notice.

Please give it your immediate attention.

Sincerely,

Fay Servicing, LLC 425 S. Financial Place, 20th Floor Chicago, IL 60605 (800) 495-7166



### Agencies located in MAINE

Agency Name	Phone, Toll-Free, Fax Number, Email, Website	Address
AVESTA HOUSING DEVELOPMENT, CORPORATION	P: 207-553-7780-3347 T: 800-339-6516 F: 207-553-7778 E: ndigeronimo@avestahousing.org W: www.avestahousing.org	307 Cumberland Avenue PORTLAND, ME 04101~4920
COASTAL ENTERPRISES, INCORPORATED	P: 207-504-5900 T: 877-340-2649 F:. E: jason.thomas@ceimaine.org W: http://www.ceimaine.org	30 Federal Street Suite 100 BRUNSWICK, ME 04011-1510
COMMUNITY CONCEPTS, INC. ALSO DBA HOMEQUESTMAINE	P: 207-333-6419 T: 800-866-5588 F: 207-795-4069 E: homequest@community-concepts.org W: https://www.ccimaine.org/	17 Market Sq South Paris, ME 04281-1533
KENNEBEC VALLEY COMMUNITY ACTION PROGRAM	P: 207-859-1500 T: 800-542-8227 F: E: housing@kvcap.org W: http://www.kvcap.org	101 Water St Waterville, ME 04901-5339
PENQUIS COMMUNITY ACTION PROGRAM	P: 207-973-3500 T: F:. E: N/A W: http://www.penquis.org	262 Harlow St Bangor, ME 04401-4952
YORK COUNTY COMMUNITY ACTION AGENCY	P; 207-324-5762 T: F: 207-459-2818 E: jenniferann.davidson@yccac.org W: http://www.yccac.org	6 Spruce Street SANFORD, ME 04073-2917



# **USPS Tracking®**

FAQs >

Tracking Number: Remove X

## 9314710011701177510732

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

## **Latest Update**

Your item was delivered to an individual at the address at 1:58 pm on September 9, 2024 in LITCHFIELD, ME 04350.

#### **Get More Out of USPS Tracking:**

USPS Tracking Plus®

#### Delivered

Delivered, Left with Individual

LITCHFIELD, ME 04350 September 9, 2024, 1:58 pm

#### **Arrived at USPS Regional Destination Facility**

SOUTHERN ME DISTRIBUTION CENTER September 8, 2024, 2:12 pm

#### Pre-Shipment, USPS Awaiting Item

September 4, 2024

**Hide Tracking History** 

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

#### **Text & Email Updates**

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Feedback

12/2/24, 3:04 PINSE 1:25-cv-00059-JAW

Enter tracking or barcode numbers

Document 145Ps.comileed \$92/14/466@ Refutge 33 of 35 PageID #:

## **Need More Help?**

Contact USPS Tracking support for further assistance.

**FAQ**s

# **USPS Tracking®**

FAQs >

Tracking Number: Remove X

## 9314710011701177510725

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

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#### **Text & Email Updates**



Feedback

12/2/24, 3:0**5 PMS** e 1:25-cv-00059-JAW

Enter tracking or barcode numbers

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## **Need More Help?**

Contact USPS Tracking support for further assistance.

**FAQ**s